



**Call-up against a Standing Offer /  
Contract against a Supply Arrangement  
Commande subséquente # une offre # commande /  
Contrat suite # un arrangement en matière d'approvisionnement**

Contract No / N° du contrat 3517668					
Standing Offer No / Supply Arrangement No No de l'offre # commande / No arrangement en matière d'approvisionnement SA/AMA: E60ZT-180027/081/ZT					
Period of Contract (M/D/Y) - Période du contrat (M/J/A) From/Du: 07/04/2019 To/Au: 08/31/2019					
Amendment No N° de la modification	Previous Value - Incl taxes Valeur précéd Taxes incl	Incl /Dec Aug /Dim. - Taxes Incluses	Revised Value - Valeur révisée 22,032.00 CAD	Tax Amount Montant de la taxe 2,864.16 CAD	Total 24,896.16 CAD

Issuing Office Address - Adresse du bureau d'origine INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6  QA001		Contractor name and address - Nom et adresse de l'entrepreneur EXCEL HUMAN RESOURCES INC. 300-102 BANK ST OTTAWA ON K1P 5N4 CANADA	
Contact - Personne-ressource Hugues Soumis	Telephone - Téléphone 613-852-7153	Contact - Personne-ressource Irfan Ahmed	Telephone - Téléphone 613 230-5393

PROJECT TITLE - TITRE DU PROJET Business Architect - Senior
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The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

Les documents ci-joints, Conditions générales (Appendice A), Modalités de paiement (Appendice B), et Énoncé des travaux (Appendice C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Sous réserve des modalités du contrat, Sa Majesté versera # l'entrepreneur # l'égard de l'exécution des travaux conformément # l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

#### APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:  
Unless specified otherwise in appendix "D"  
Le contrat est administré selon les lois en vigueur dans la province suivante:  
Sauf indication contraire à l'annexe "D"

Ontario

#### FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

*[Signature]*  
Signature  
DAWSON, DERÉK

Date  
2019-07-05

#### CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister  
This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.  
Approuvé pour le Ministre  
Ce contrat a été signé au nom de Sa Majesté la Reine du Canada par un agent autorisé.

*[Signature]*  
Signature  
HENDRICK, JENNIFER

Date  
4 juillet 2019

#### CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énoncés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

*[Signature]*  
Signature

Date  
07/08/2019

Canada



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## Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

### TERMS AND CONDITIONS

#### TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

#### 1. Taxes

##### 1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

##### 1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

##### 1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

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## Appendice A Conditions Générales - General Terms and Conditions

### TERMES ET CONDITIONS

#### AU FOURNISSEUR

Les offres # commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

# titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant.

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financière:

#### Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

##### 1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

##### 1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.

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**Infrastructure  
Canada**

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## Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA  
FINANCE  
1100-180 KENT ST  
OTTAWA ON K1P 0B6  
Email/Courriel:

### 1.0 Basis of Payment

The Contractor will be paid for the Work performed in accordance with the Basis of payment detailed below, to a ceiling price of \$22,032.00. Customs duties are included and Applicable Taxes are extra.

Name of Consultant: Nabil (Bill) Sourour  
Stream of Services: 4.2 Business Architect  
Per Diem: [REDACTED]  
Total Days: [REDACTED]

### 1.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$22,032.00. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 1.2 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);

### 1.3 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

### 1.4 Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the

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section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
- a. The original and one (1) copy must be forwarded to the following address for certification and payment:  
hugues.soumis2@canada.ca

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## Appendix C - Appendice C Statement of Work - Énoncé des travaux

### STATEMENT OF WORK

#### 1. SCOPE

##### 1.1. Objective:

Strategically position Infrastructure Canada (INFC) with the Government of Canada's Cloud Adoption initiative.

##### 1.2. Background:

INFC has to plan for the investment of the replacement of legacy applications and network infrastructure. Blueprint 2020 focuses on themes of agility, collaboration and the smart use of technology. These events have challenged department to make progress on renewal efforts while maintaining current operations. In addition to leveraging internal IT capacity and capabilities, departments must also meet the challenges of IT transformation by leveraging Cloud services. In 2016 the GC released its Cloud Adoption Strategy. Cloud computing represents a fundamental shift in the delivery of IT services. As cloud computing enters its second decade, the Government of Canada (GC) needs to start using it in delivering IT services. Adopting cloud computing will help the GC maintain IT service excellence during a period of increasing demand for digital services and timely access to emerging technologies. As we move to implementing departmental solutions under Blue Print 2020, success depends heavily on finding tangible and concrete solutions.

#### 3. REQUIREMENT:

##### 3.1. Resource

Category: Business Architect  
Level: Senior  
Quantity: 1  
Security: Reliability

##### 3.2. Scope of Work:

The adoption of cloud computing is multidimensional, not a fixed-duration project. As a result, the complexity of cloud adoption requires an appropriate business position which a Business Architect is required to lead INFC through the transformation that a cloud program warrants. The Business Architect main responsibilities: leading cultural change for cloud adoption, developing the specifications for where, how and why the various components fit together and how they support the organization's mandate.

##### 3.3. Tasks:

The contracted resource(s) is required to perform the following tasks (or part thereof) for INFC in support of the Project; these tasks include, but are not limited to, the following:

- A. Provide assistance with the INFC cloud strategy to enable the Department to be an effective consumer of Public Cloud Services.
- B. Provide assistance in the qualification and selection of best-fit Cloud Pilot Projects.
- C. Develop cloud adoption standards and cloud reference architectures. This includes documentation and illustrations for systems engineering and architecture for business and technical requirements, technical specifications, design schematics, testing criteria, implementation guides, etc.
- D. Develop frameworks and strategies for INFC applications, to meet the business and application requirements for Cloud. This includes defining the input/output sources and a detailed plan.
- E. Provide Cloud Business and Strategic advice and guidance on Governance, Planning, Resourcing, and Procurement
- F. Develop briefing and/or presentation materials for senior management

##### 3.4. Deliverables and Acceptance Criteria:

Throughout the contract, the contracted resource(s) will be requested to execute the tasks as set out within a Task Authorization (TA). Each TA will identify the tasks and deliverables which will be required in a timely and quality manner. All deliverables are subject to review and approval by the Project Authority.

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Specific deliverables which will be set out within a TA may include, but are not limited to, the following:

1. The resource must provide and document reference architectures, including designing various conceptual models for Cloud Architecture as appropriate.
2. The resource must provide business and application level documentation as appropriate.
3. The resource must provide advice, guidance and submit proposal papers for Senior Management as appropriate.
4. The resource must prepare and provide the project deliverables as appropriate.

**3.6. Support Provided by Canada:**

Canada's roles and responsibilities will be in the resulting contract, including the supply of information, data, referenced material, and Government furnished equipment, tools or facilities. INFC provides the facilities for executing the work.

**3.7. Timeframe and Delivery Dates:**

The Business Architect resource shall start performing work to the project authority within 10 days of contract award. It is anticipated that:

# Supporting the INFC Cloud business strategy and selection of best-fit Cloud Pilot Projects will be completed by end of July 2019.

# Developing cloud based reference architecture and various conceptual models for Cloud strategy for the best-fit Cloud Pilot Projects will be completed by end of July 2019.

In addition to the timely submission of all deliverables and fulfillment of obligations specified within the Contract, it is the responsibility of the Contractor to facilitate and maintain regular communication with the Project Contact(s). Status updates, verbal or written, may be requested by the Project Contact(s) over the course of the contract. Communication is defined as all reasonable effort to inform all parties of plans, decisions, proposed approaches, implementation, and results of work, to ensure that the project is progressing well and in accordance with expectations.

Communication may include: phone calls; electronic mail; and meetings. In addition, the Contractor is to immediately notify the Project Contact(s) of any issues, problems or areas of concern in relation to any work completed under the contract, as they arise.



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## Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

### RESULTING CONTRACT CLAUSES

#### 1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "C".

#### 2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 2.1 General Conditions

2035 (2018-06-21), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.

#### 3 Security Requirements

3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Officer must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

2. The Contractor/Officer personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

4. The Contractor/Officer must comply with the provisions of the:

- a) Security Requirements Check List and security guide (if applicable), attached at Annex D
- b) Industrial Security Manual (Latest Edition).

#### 4 Term of Contract

##### 4.1 Period of the Contract

The period of the Contract is from date of Contract to August 31st, 2019.

#### 5 Authorities

##### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jennifer Hendrick  
Manager Procurement Services  
Corporate Services, Finance & Administration, Procurement Services  
[jennifer.hendrick2@canada.canada](mailto:jennifer.hendrick2@canada.canada)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

##### 5.2 Project Authority

The Project Authority for the Contract is:

Hugues Soumis

Canada





**Infrastructure  
Canada**

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A/Manager Security and Information Management Services  
Infrastructure Canada  
613-852-7153  
hugues.soumis2@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.3 Contractor's Representative

Irfan Ahmed  
Division Lead, IT Services, Excel HR

### 6. Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 7 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

### 8. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) The general conditions 2035 (2018-06-21), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.
- (b) Annex C, Statement of Work
- (c) Annex B, Basis of Payment;
- (d) Security Requirements Check List
- (e) The Contractor's bid dated June 25th, 2019

### 9. Procurement Ombudsman Clauses

#### 9.1 Contract Clauses - Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

#### 9.2 Contract clause - Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

**Canada**



**Infrastructure  
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Standing Offer No./Supply Arrangement No. No de l'offre # commandes/No arrangement en matière d'approvisionnement <b>SA/AMA: E60ZT-180028/116/ZT</b>
Period of Contract (M/D/Y) - Période du contrat (M/J/A) <b>From/Du: 04/05/2019 To/Au: 05/31/2019</b>

Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Inc./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée	Tax Amount Montant de la taxe	Total
			<b>84,750.00 CAD</b>	<b>11,017.50 CAD</b>	<b>95,767.50 CAD</b>

Issuing Office Address - Adresse du bureau d'origine <b>INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6  QA001</b>	Contractor name and address - Nom et adresse de l'entrepreneur <b>KORN FERRY HAY GROUP LTD (HAY GROUP LIMITED) 1200-81 METCALFE ST OTTAWA ON K1P 6K7 CANADA</b>
Contact - Personne-ressource <b>Joelle Logue</b>	Telephone - Téléphone <b>613-513-9287</b>
Contact - Personne-ressource <b>Jan Kennedy</b>	Telephone - Téléphone 

**PROJECT TITLE - TITRE DU PROJET**  
**Compensation Advisory Services**

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

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In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Sous réserve des modalités du contrat, Sa Majesté versera # l'entrepreneur # l'égard de l'exécution des travaux conformément # l'appendice B.

**PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS**

#### **APPROPRIATE LAWS - LOIS PERTINENTES**

This contract shall be governed and construed in accordance with the laws in force in the Province of:  
Unless specified otherwise in appendix "D".  
Le contrat est administré selon les lois en vigueur dans la province suivante:  
Sauf indication contraire # l'annexe "D".

**Ontario**

#### **FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE**

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

**CAMPBELL, GLENN**  
Signature

Date **April 19/19**

#### **CONTRACT APPROVAL - APPROBATION DU CONTRAT**

**Approved for the Minister**

**Approuvé pour le Ministre**

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.  
Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

**GERBRAND, NATHALIE**  
Signature

Date **2019/04/10**

#### **CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR**

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out therefore.  
L'entrepreneur s'engage # vendre et # fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

Signature

Date **4/15/2019**



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## Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

### TERMS AND CONDITIONS

#### TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

#### 1. Taxes

##### 1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

##### 1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

##### 1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.



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## Appendice A Conditions Générales - General Terms and Conditions

### TERMES ET CONDITIONS

#### AU FOURNISSEUR

Les offres # commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

# titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant .

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financière:

#### Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.



Infrastructure  
Canada

ATIA - 20(1)(c)

ATIA - 20(1)(d)

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## Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA  
FINANCE  
1100-180 KENT ST  
OTTAWA ON K1P 0B6  
Email/Courriel:

### 1.0 Basis of Payment

The Contractor will be paid for the Work performed in accordance with the Basis of payment detailed below, to a ceiling price of \$84,750.00. Customs duties are included and Applicable Taxes are extra.

### Professional Fees and Expenses

Phase 1: The investment associated with the proposed project plan is estimated to be [REDACTED] which includes professional fees, fees for data extraction and project management. Quoted fees are exclusive of applicable taxes.

Given the proposed time line for this effort, we are suggesting that Korn Ferry invoice for this work on completion of the project, which is anticipated to be April 30th, 2019.

### Supplemental Work:

The range of professional fees provided below are intended to serve as a general guide and will be refined in our response to a Statement of Work.

Custom Survey Support: Conducting a custom survey for a series of benchmark positions across selected Crown corporations, agencies and separate employers to explore best practice approaches and strategies for the attraction, retention and compensation of specialized or key talent. **Professional Fees:** [REDACTED]

Advisory and Design Services: Support in the development of compensation strategies associated with specialized roles; development and design of selected compensation elements for specialized roles, drawing on best practice approaches from relevant markets of comparison. **Professional Fees:** [REDACTED]

Supplemental Market Analysis: Additional and detailed market analysis/review of compensation practices associated with specific roles identified by Infrastructure Canada. **Professional fees:** [REDACTED]

Sub-Total: \$84,750.00

Tax: \$11,017.50

**Total: \$95,767.50**

### Consultant Resources:

Jan Kennedy, Project Manager

Claudio Gardonio Technical/ Sector Expert

Phil Johnson, Senior Advisor

### 1.1 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$84,750.00. Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.



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The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- d. if the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 1.2 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);

#### 1.3 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### 1.4 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled Invoice Submission of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;

#### 2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment:

joelle.logue@canada.ca



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## **Appendix C - Appendice C Statement of Work - Énoncé des travaux**

### **STATEMENT OF WORK**

#### **1. REQUIREMENT**

##### **1.1 Title:**

An independent qualified firm or individual in the domain of human resources, pay and benefits, and talent management, to perform a timely and objective third party review and analysis, including providing benchmark comparisons and relevant information and understanding of market dynamics, of a compensation framework.

##### **1.2 Objective:**

Infrastructure Canada (the "Client") develops policy and programming for Canadian infrastructure, delivers a broad range of infrastructure programs, and provides support to the Crown corporations under its portfolio (Windsor-Detroit Bridge Authority, Jacques Cartier and Champlain Bridges Incorporated, and the Canada Infrastructure Bank as well as a tri-government agency Waterfront Toronto). The Client is seeking a Consultant to undertake and complete a third-party review of a compensation framework, specifically an initial review that would provide insight and advice to the Client on a Crown corporation compensation framework designed to attract and retain qualified individuals for the provision of professional services with respect to infrastructure investments, including project development, financial structuring, negotiation, due diligence and delivery, and also other services with respect to project development, advisory, information management, research, in addition to normal corporate functions.

##### **1.3 Background:**

Arms length Crown corporations are responsible for operationalizing their legislated mandates and governed by the Financial Administration Act and relevant directives and guidelines. Compensation is within the operating flexibility of a corporation and thus Boards of Directors and management need to develop regimes that are consistent with mandate and direction. In the development and evolution of their compensation frameworks, or the review thereof, it is important to understand the dynamics in the Canadian market specifically for individuals with experience in infrastructure complex project finance and structuring. It is also important to be aware of trends and leading practices in performance management and the implications for entities in the Canadian market. Insight into compensation for professional services, infrastructure investment and other similar positions across both the public and private sectors is needed. This requires a better understanding of market conditions and the competitive forces in the job market which have an impact on the ability to attract and retain skilled talent best able to deliver on Canada's infrastructure priorities, and understanding the trade-offs, compromises and implications for attracting and retaining talent, and being cognizant of the operating realities of public bodies answerable to legislators and governments.

##### **1.4 Tasks:**

The Client requires the support of a specialized Consultant that has previous experience and access to data and information on compensation in the public and private sector, and particularly Crown corporations including public pension funds. The Contractor would provide an objective review of a compensation framework, including trends and leading practices for recruiting and retaining employees in a tight labour market where corporations need to compete for a limited number of world-class talent. The Consultant would give particular consideration to base compensation and performance-based awards, short and long-term incentive structures and benchmarking against industry norms, other Crown corporations and agencies, whether federal, provincial or municipal, as well as relevant financial services, banking, asset management and infrastructure sectors.

The review, on sample or select basis, would be informed by a comparative analysis of remuneration in the public and private sectors, both for roles that require niche skills sets in project finance and investment, project negotiation and structuring, as well as for other less specialized but professional roles of qualified labour, such as economists, analysts, data and research, project development, risk management, underwriting, as well as corporate functions such as public affairs, financial management, stakeholder relations, operations, etc. The Contractor will take into consideration compensation comparables for professional roles that are fairly standard in both the private and public sector, including Crown corporations and agencies, while taking into account the competitive pressures in urban centres like the Toronto market. Key issues could include whether there are appropriate groupings of positions within the compensation framework and whether benchmarking is sufficiently weighted to capture data in both the high and low range to ensure an appropriate distribution of overall compensation.

The Consultant will work with the Client to provide a better understanding of the trends and developments in the Canadian market related to both the specialized skills sets for infrastructure and more standard type roles. The Consultant will conduct a review of some compensation structures and benchmarking and will provide an assessment of where this framework, for select positions would fall on a relative scale within the range of the Canadian market, particularly compared to other Crown and or government organizations. The Consultant will draw from a sample of positions the Client has identified for benchmarking and use the results of the review to provide advice and options on a compensation framework, including base pay and performance incentives in regards to various roles within an organization and for different levels and categories of employees. The consultant will also be asked to provide relevant insight and information, on a general basis, on the metrics and indicators, both qualitative and quantitative, for performance award pay outs.



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#### 1.5 Scope:

This review will be done using a phased approach, that is scaleable, with the first phase being an initial review of select material from a reference compensation framework, responding to questions, as well as providing an initial report or presentation on findings, including supplemental benchmarks of relevant market comparables and how other provincial and federal Crown corporations and agencies remunerate specialized skills and other professional positions. The Consultant will differentiate infrastructure project finance from other technical positions (e.g. financial, risk management) to gain an understanding of base pay and performance incentives based on different types of work. The review will consider competition in the market for similar type roles, and ensure a strong link between rewards and performance, taking a holistic view of performance incentives to align reward strategies with the ability to attract top talent and meet overall corporate objectives, but also ensure appropriate accountability.

In conducting this review, the Consultant should ensure that the compensation models, including the high-level rewards strategy, are commensurate with the levels and functions required of each position and supported by the appropriate benchmarking analysis. Consideration could also be given to how organizational variants and levels of employees, give rise to different forms of compensation and performance incentives depending on competitive pressures and comparators. In particular, the Consultant will do a comparative analysis of remuneration in the public sector and Crown corporations within Toronto and other comparable municipalities, as appropriate.

Possible government sector benchmarks that the Consultant could consider for official guidance on employee compensation for Crown corporations may include salary ranges and performance pay for Governor in Council appointees, remuneration guidelines for part-time Governor in Council appointees in Crown corporations, and rates of pay for public service employees. The Contractor could analyze compensation structures at Crown corporations and agencies, pension funds, the banking sector, and other types of organizations in the public and private sectors from other sources.

The review will include an assessment of compensation, including base and performance incentives, for both key specialized technical expertise positions and standard corporate roles in Crown corporations, with particular consideration to senior executives, as well as Heads and Managers, and titles such as Managing Directors, Senior Directors, as well as associate structures, and may also include titles such as head public affairs, legal, human resources and financial.

#### Constraints:

The need for this compensation review is time sensitive and requires a specialized firm with expertise and experience in researching Crown corporations, with ready access to proprietary data on compensation.

The review would adopt a staged approach whereby the current contract would respond to an initial series of scoping/assessment areas, with future stages encompassing a more fulsome review. As part of Stage I, the Consultant will conduct a review of the following areas:

1. Base salaries for the selected positions, including where they situate in the market spectrum/continuum, compared to targeted organizations across the public and private sector.
2. Performance incentives and range of eligible performance pay as percentage of base salaries for the selected positions, compared to similar organizations across the public and private sectors.
3. Combined base and performance pay potential for select positions and where they are situated relative to a comparable range of public and private sector positions.
4. Range of compensation specifically for specialized skill sets in infrastructure investment and project finance roles, and where does this compensation fall within the market conditions and competition for talent in the space.
5. Range of all other professional but less specialized positions, such as support roles and financial, legal and administration professionals, where does the compensation fall in light of market conditions and competition for talent in that group.

In addition to these specific areas, the Consultant would also provide findings on current trends and analysis with regards to overall compensation structures, particularly in the infrastructure, project finance and asset management space, to provide appropriate context for presenting findings. The Consultant will also provide information on compensation structures for staff in roles such as administration, professional services at similar levels within crown corporations and the public sector across Canada.

In doing so, the Consultant will provide a set of views and offer opinions on the compensation framework, as provided in whole or in part, as determined in consultation with the Client.

After Phase I of the review is completed the Client may retain the Consultant to do further work. This could include for example doing benchmarking and further comparison on a broader subset of positions as identified earlier. As well, the Client may provide additional questions to be answered through future phases on the review.

#### 1.6 Client Support:

The Client will provide the Consultant with a list of key areas to be considered as part of the review (see section 1.6), as well as information on the focal point of this review and other similar Crown corporations.

#### 1.7 Deliverables:

In conducting the review, the Consultant will provide the following deliverables to the Client:

1. April 8th, 2019:

Completion of kick off meeting; provision of a project schedule reflecting the agreed project process, timelines and deliverables. The project schedule is expected to be submitted one day after the kick off meeting.





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**2. April 10th, 2019:**

Detailed review of all materials, and initial assessment including the reference compensation framework; development of preliminary observations and insights.

**3. April 10th-12th, 2019:**

Conduct of market analysis using Korn Ferry database resources; development of comparative tables and charts for integrating into the proposed interim report (Step 4); and development of observations, insights and preliminary recommendations.

**4. April 12th, 2019:**

- Prepare and submit an interim report (Microsoft Word format) with key findings of the review, including advice, in a maximum of 8 pages, excluding any annexes. The Consultant can request changes to the number of pages on discussion with, and an agreement by the Client.

- Present workplan going forward for production of final version of report.

**5. April 15th-April 23rd, 2019:**

Development of final report for presentation of key findings to the Client, including of advice and answers to the Phase I questions. Final report to be presented April 23rd, 2019.

**6. April 26th, 2019:**

Revise and submit final report.

**7. Provide access to data.** The Consultant will provide access to any data sets in support of the review for use by the Client.

All work identified in the Scope of Work and Deliverables is to be completed and delivered by April 30, 2019 (includes delivery of final written reports).

**1.8 Travel:**

Not applicable

**1.9 Security Requirements:**

Secret - All information provided must be kept strictly confidential by the Consultant. The Consultant will keep all documents and proprietary information in a secure area and return all materials belonging to the Client upon completion of the contract.

**1.10 Meeting:**

The Client may ask to meet with the Consultant on a weekly basis, either in person or by phone, to discuss current status and milestones.

**1.11 Official Languages:**

The language requirements of the work are in English, including the final report.



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## Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

### RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

#### 1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex C.

#### 2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 2.1 General Conditions

2035 (2018-06-21), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.

#### 3 Security Requirements

Refer to Security Requirements Check List (SRCL).

#### 4. The Contractor/Offeror must comply with the provisions of the:

- a) Security Requirements Check List and security guide (if applicable), attached at Annex D
- b) Industrial Security Manual (Latest Edition).

#### 4 Term of Contract

##### 4.1 Period of the Contract

The period of the Contract is from date of Contract to May 31, 2019.

#### 5. Authorities

##### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Nathalie Bertrand  
Assistant Deputy Minister and CFO  
Infrastructure Canada  
Corporate Services  
[nathalie.bertrand3@canada.ca](mailto:nathalie.bertrand3@canada.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

##### 5.2 Project Authority

The Project Authority for the Contract is:

Glenn Campbell  
Assistant Deputy Minister  
Infrastructure Canada  
IPI Branch  
[glenn.campbell@canada.ca](mailto:glenn.campbell@canada.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.



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### 5.3 Contractor's Representative

Jan Kennedy  
Associate Client Partner  
KORN FERRY (CA) LTD.  
613-288-7982  
jan.kennedy@kornferry.com

### 6. Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 7. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

### 8. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

(a) The general conditions 2035 (2018-06-21), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.

(b) Annex C, Statement of Work

(c) Annex B, Basis of Payment;

(d) Security Requirements Check List

(e) The Contractor's bid dated April 5, 2019

9. The Parties acknowledge that, as of April 8, 2019, the Contractor, with the consent of Infrastructure Canada and without a written contract, has started the Work required pursuant to the Contract (Pre-contractual Work) and has incurred costs in the performance of such Work. Costs incurred by the Contractor in the performance of the Pre-contractual Work, that would have been treated as costs reasonably and properly incurred if they had been incurred after the effective date of the Contract, will be paid to the Contractor in accordance with the Basis of Payment of the Contract subject to acceptance of the Pre-contractual Work by Canada. The Contractor agrees that upon such payment by Canada to the Contractor, Canada will be released and forever discharged from all manner of actions, claims, suits or demands in relation to the Pre-contractual Work.

The Parties confirm that copyright in the Pre-contractual Work belongs to Canada and that ownership of all intellectual property rights in all information of a scientific, technical or artistic nature relating to the Work, in any form or medium, conceived, developed or produced by the Contractor in the performance of the Pre-contractual Work belongs to Canada.

### 10.0 Contract Clauses - Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Works and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), or by web at [www.opo-bo.gc.ca](http://www.opo-bo.gc.ca).

### 10.1 Contract clause - Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-bo.gc.ca](http://www.opo-bo.gc.ca).